

**ENTERED**

October 13, 2017

David J. Bradley, Clerk

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**IBERIABANK,  
*Plaintiff*

v.

Previty Surgical PLLC; Previty Surgical,  
East, PLLC; Previty Surgical Assistants,  
PLLC; Garrett K. Peel, M.D.; and  
Mandie Peel,  
*Defendants.*§  
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CIVIL ACTION NO. 4:17-cv-00160

**FINAL JUDGMENT**

On August 4, 2017, the Court considered and took under advisement a Motion for Partial Summary Judgment filed by IBERIABANK (“Iberia”) concerning its breach of contract claim. After considering the motions, the responses, the replies, the admissible summary judgment evidence, and the applicable law, the Court granted Iberia’s Motion for Partial Summary Judgment and found that Defendants Previty Surgical PLLC, Previty Surgical East, PLLC, Previty Surgical Assistants, PLLC, Garrett K. Peel, M.D., and Mandie Peel (collectively, “Defendants”) breached their respective promissory notes and guaranty agreements with Iberia.

On September 21, 2017, the Court considered and took under advisement Iberia’s Motion for Attorneys’ Fees and, finding that Defendants did not file a response and Iberia’s fees to be reasonable and necessary, awarded Iberia \$16,456.20 in attorneys’ fees jointly and severally against Defendants. *See* Dkt. 38.

IT IS ORDERED that the Court’s August 4, 2017 and September 21, 2017 orders (Dkts. 35 and 38) awarding Iberia partial summary judgment and attorneys’ fees now be made into a final judgment.

IT IS FURTHER ORDERED that Iberia recover:

(a) \$2,358,948.55 jointly and severally against Previty Surgical PLLC, Previty Surgical East, PLLC, Previty Surgical Assistants, PLLC, Garrett K. Peel, M.D., and Mandie Peel in connection with the promissory note referred to in the Motion as Previty Surgical Note I;

(b) \$813,015.62 jointly and severally against Previty Surgical PLLC, Previty Surgical East, PLLC, Garrett K. Peel, M.D., and Mandie Peel in connection with the promissory note referred to in the Motion as Previty Surgical Note II;

(c) \$316,480.11 jointly and severally against Previty Surgical East, PLLC, Previty Surgical Assistants, PLLC, Previty Surgical PLLC, and Garrett K. Peel, M.D., in connection with the promissory note referred to in the Motion as the Previty East Note;

(d) \$193,943.23 against Garrett K. Peel, M.D. in connection with the promissory note referred to in the Motion as the Peel Note;


(e) \$16,456.20 in attorneys' fees jointly and severally against Previty Surgical PLLC, Previty Surgical East, PLLC, Previty Surgical Assistants, PLLC, Garrett K. Peel, M.D., and Mandie Peel; and

(f) post-judgment interest at the maximum rate permitted by law.

The total amount of the final judgment, including attorneys' fees, is \$3,698,843.71.

This judgment dismisses with prejudice all claims and issues in this case.

Signed on 10/10/17, 2017 at Houston, Texas

  
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Hon. Lee H. Rosenthal  
United States District Judge